



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 808
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Gloria Molina
First District
Mark Ridley-Thomas
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Third District
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Fourth District
Michael D. Antonovich
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May 11, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34

MAY 11, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO ACCEPT NOTICE OF AWARD FROM THE CENTERS FOR DISEASE CONTROL
AND PREVENTION AND TO EXECUTE A SOLE SOURCE AGREEMENT WITH AMERICAN
LUNG ASSOCIATION IN CALIFORNIA (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval to accept grant funds from the Centers for Disease Control and Prevention to support the Department of Public Health's tuberculosis elimination and laboratory services for calendar year 2010, delegate authority to accept grant funds through 2014, and execute a sole source agreement with the American Lung Association in California to provide tuberculosis community coordination services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Notice of Award (NA) Grant Number 2U52PS900455-29 (Exhibit I) in the amount of \$4,592,422 from the Centers for Disease Control and Prevention (CDC) to support tuberculosis (TB) elimination and laboratory services for calendar year (CY) 2010, at no net County cost.
2. Delegate authority to the Director of DPH, or his designee, to accept and execute a forthcoming award from CDC that is consistent with the requirements of NA Number 2U52PS900455-29 which provides the remaining 10 percent of the CY 2010 base award at an anticipated amount of \$510,285 to support TB elimination and laboratory services, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to your Board.
3. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards

and/or amendments that are consistent with the requirements of NA Grant Number 2U52PS900455-29 that provide for an extension of the term of the grant award through December 31, 2014, allow for the rollover of any unspent grant funds, and/or provide for an increase or decrease in funding of up to 25 percent above each year's base award, subject to review and approval by County Counsel and the CEO and notification to your Board.

4. Approve and instruct the Director of DPH, or his designee, to execute a sole source agreement with American Lung Association in California (ALAC), substantially similar to Exhibit II, to provide community coalition building, educational conferences, and facilitation services to assist DPH in providing tuberculosis education and services, effective upon execution by both parties, but no sooner than Board approval, through December 31, 2010, with provisions for four one-year automatic renewal periods through December 31, 2014, at a total annual maximum obligation of \$25,000, 100 percent offset by CDC funds, subject to the availability of funds.

5. Delegate authority to the Director of DPH, or his designee, to amend the ALAC Agreement to permit the rollover of any unspent funds, and/or increase or decrease funding by no more than 25 percent of the first year's maximum obligation, subject to review and approval by County Counsel and the CEO, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DPH to accept 90 percent of the anticipated base award to support TB elimination and laboratory services for CY 2010. The CDC is operating under a continuing resolution and as a result the total available funding for the CY 2010 twelve-month budget period is contingent on the approval of the federal appropriation bill. Delegated authority is being requested to accept the remaining 10 percent of the base award for CY 2010.

Acceptance of the CDC grant funds which will support TB elimination and laboratory services provided by DPH. TB elimination and laboratory services consist of three main categories: 1) Supports staff who perform TB prevention and control activities such as surveillance, TB registry, epidemiology, directly observed therapy, information systems, and nursing consultation; 2) travel and registration to regional/national conferences and trainings to increase the TB skill sets of DPH staff and community coalition building by providing funds to support the TB Coalition of Los Angeles County (TB Coalition), via a sole source agreement with ALAC; and 3) TB testing services provided by the Public Health Laboratory.

ALAC was chosen for a sole source agreement because they have been identified as the only bona fide source for TB Coalition services. Approval of the sole source agreement with ALAC will provide funds to support community coalition building, educational conferences, and facilitation services which assist DPH in efforts to provide tuberculosis education and services within Los Angeles County.

ALAC is one of three agencies in Los Angeles County whose goal is to improve lung health, the other two being Coalition for Clean Air and Breathe California of Los Angeles County. Currently, the Coalition for Clean Air does not focus on prevention and control of TB and Breathe California of Los Angeles County does not have the infrastructure to sustain the TB Coalition and also work to create public policies on a local, regional, national or international level. ALAC is the only organization in California that helps people and communities improve lung health while working to create public policies that attack the causes of lung disease, including TB, via their extensive network of affiliations and partnerships locally, regionally, nationally, and internationally.

The TB Coalition which began in 2006 is a collaborative partnership between ALAC, various DPH programs including: TB Control, Community Health Services, Office of AIDS Programs and Policy; and includes the following community-based agencies: South Asian Network, AIDS Healthcare Foundation, and Homeless Healthcare Los Angeles, whose mutual vision is the elimination of TB from Los Angeles County. The TB Coalition is committed to eliminating TB through education and advocacy to those populations that are at risk of contracting and spreading TB including: individuals that travel abroad; African-American, Latino/Hispanic, and Asian/Pacific Islander communities; the homeless; incarcerated; substance abusers; and those infected with Human Immunodeficiency Virus (HIV)/AIDS. Currently, the TB Coalition meets quarterly to exchange the latest TB information and news, develops quarterly newsletters which highlight current issues concerning TB, develops and maintains a resource guide of TB services and information, and conducts outreach and advocacy to increase awareness of TB as well as the need for TB funding.

American Lung Association (ALA) has been leading the fight for healthy lungs and healthy air for more than 100 years. ALA was initially formed by a group of doctors and concerned citizens who wanted to eradicate tuberculosis, once a leading cause of death. Throughout the years, ALA has funded research to determine the causes of lung diseases from asthma to lung cancer and has developed local chapters and an extensive network throughout the country who are critical partners in the fight against lung diseases. ALA has a seat on the Advisory Council for the Elimination of Tuberculosis, which advocates and advises the Director of National Center for HIV, Viral Hepatitis, STD, and TB Prevention which is supported by the Division of TB Elimination within the CDC. ALA also works closely with the National TB Controllers Association and collaborates with the International Union against TB and Lung Disease who is directly affiliated with the World Health Organization. ALAC is a state-based chapter of the national ALA organization. The ALAC hosts the Executive Director of the California TB Controllers Association (CTCA) within their own facility, which leverages their ability to work with and advocate for resources to enhance TB prevention and control efforts throughout California. ALAC is closely associated with California Department of Public Health – TB Control Branch (CDPH-TBCB), co-sponsoring state-wide conferences with CTCA and CDPH-TBCB, and providing advocacy training to the CDPH-TBCB and the CTCA membership. The affiliations and partnerships available to ALAC ensure that the TB Coalition of Los Angeles County and DPH have access to decision-makers responsible for leveraging resources to support TB prevention and control activities, which strengthens the Coalition's advocacy efforts through their association with ALAC.

Implementation of Strategic Plan Goals

These recommended Board actions support Goal 4, Health and Mental Health, of the County's Strategic Plan by delivering critical TB prevention and control services to prevent transmission of TB within Los Angeles County through the early detection and effective treatment of both active and latent disease.

FISCAL IMPACT/FINANCING

Under this grant, DPH will receive an anticipated \$4,592,422 from CDC, representing approximately 90% of the CY 2010 award. The remaining 10% of the CY 2010 grant award, \$510,285, will be awarded subsequent to approval of the federal appropriation bill. Funding for this project is included in DPH's fiscal year (FY) 2009-10 Final Adopted Budget and will be requested in future FYs, as necessary.

The grant will support the proposed sole source agreement with ALAC at a maximum obligation of \$25,000 through December 31, 2010; 100 percent offset by CDC funds. Should CDC funds be made available through December 31, 2014, the agreement will be extended through that time not to exceed a maximum obligation of \$25,000 per year, at no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 2005, your Board has approved acceptance of grant funds from the CDC to support TB elimination and laboratory services.

In August 2009, DPH submitted an application for funds to the CDC to participate in the TB elimination and laboratory services project. DPH electronically received the NA on December 30, 2009. Errors on the NA were noted and brought to the attention of the CDC; and include a \$15.00 shortfall and inaccurate distribution of funds to the TB elimination and laboratory services categories. CDC and DPH were in discussion regarding how to resolve the errors. On January 22, 2010, CDC informed DPH to move forward with processing the NA as the errors do not impact the total anticipated funding amount and will be rectified in future awards.

County Counsel has approved Exhibits I and II as to form.

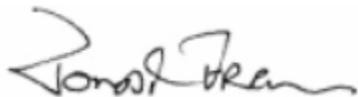
Attachment A is the Grant Management Statement for grants exceeding \$100,000.

Attachment B is the signed sole source checklist.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue delivery of TB prevention and control services and TB laboratory services. Recommended actions will also support TB community coalition building and coordination services through a sole source agreement with ALAC.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisor



Grant Number: 2U52PS900455-29

Principal Investigator(s):
FRANK ALVAREZ

Project Title: TB ELIMINATION AND LABORATORY SERVICES

BELINDA SNGUON
BELINDA SNGUON, GRANT MANAGER
5555 FERGUSON DRIVE
GRANT MANAGEMENT UNIT, RM.100-50
COMMERCE, CA 90022

Award e-mailed to: mgreen@ph.lacounty.gov

Budget Period: 01/01/2010 – 12/31/2010

Project Period: 01/01/2010 – 12/31/2014

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$4,592,422 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of SEC 301(A), SEC 317 PHS ACT AS AMENDED (42 U.S.C. 247B-6) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Cheryl M Maddux
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 2U52PS900455-29**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$2,549,601
Fringe Benefits	\$1,210,958
Personnel Costs (Subtotal)	\$3,760,559
Supplies	\$24,862
Travel Costs	\$22,185
Other Costs	\$762,316
Consortium/Contractual Cost	\$22,500

Federal Direct Costs	\$4,592,422
Approved Budget	\$4,592,422
Federal Share	\$4,592,422
TOTAL FEDERAL AWARD AMOUNT	\$4,592,422

AMOUNT OF THIS ACTION (FEDERAL SHARE) **\$4,592,422**

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

30	\$4,592,437
31	\$4,592,437
32	\$4,592,437
33	\$4,592,437

Fiscal Information:

CFDA Number: 93.116
EIN: 1956000927A1
Document Number: UPS9004556

IC	CAN	2010	2011	2012	2013	2014
PS	9211183	\$330,200				
PS	9213485	\$3,798,858	\$4,592,437	\$4,592,437	\$4,592,437	\$4,592,437
PS	9214095	\$463,364				

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
29	\$4,592,422	\$4,592,422
30	\$4,592,437	\$4,592,437
31	\$4,592,437	\$4,592,437
32	\$4,592,437	\$4,592,437
33	\$4,592,437	\$4,592,437

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: / OC: 4151 / **Processed:** MADDUXC 12/30/2009

SECTION II – PAYMENT/HOTLINE INFORMATION – 2U52PS900455-29

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhtips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they

SECTION III – TERMS AND CONDITIONS – 2U52PS900455-29

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

National Center For Hiv, Viral Hepatitis, Stds And Tb Prevention (PS)

Treatment of Program Income: Additional Costs

SECTION IV – PS Special Terms and Conditions – 2U52PS900455-29

Funding Opportunity Announcement Number (FOA). PS10-1005
Award Number. U52PS900455-29
Approval List Number. C0-025-R10

ADDITIONAL TERMS AND CONDITIONS OF THIS AWARD

Note 1. INCORPORATION. Funding Opportunity/Program Announcement Number PS10-1005 titled, Tuberculosis Elimination and Laboratory Cooperative Agreements, additional requirements, the application dated August 28, 2009, are made parts of this award by reference.

Note 2. RESPONSE TO TECHNICAL REVIEW: Attached to this Notice of Award (NoA) is a Technical Review of the application (TR). Although additional data as requested in the laboratory portion of the Funding Opportunity Announcement may have been missing in the application as noted in the Laboratory Technical Acceptability Report, the data described below must be provided within 60 days of the Notification of Award. These data are required for calculation of future laboratory funding. If these data are not provided, the amount for the corresponding FY2011 formula-based funding category will be zero dollars.

For calendar year 2008:

1) Applicant provided data for the ?Number of individual patients whose cultures were processed for mycobacterial ID?. Please clarify if the number of patients reported for this indicator is the same as the ?Number of individual patients for whom a clinical specimen (e.g., sputum, CSF, biopsy, etc.) was processed and a TB culture inoculated?. The latter was requested in the FOA.

All response to the requirements stated above must be electronically submitted as a PDF(Portable Document Format) to the CDC Technical Review Mailbox, TRPGO@CDC.GOV by the due date as indicated above in the paragraphs. The Technical Review Response must reference Funding Opportunity Announcement Number: PS10-1005 and the grant award number as stated on the upper right hand corner of these additional terms and conditions page such as U52 PS900455-29. Non-compliance with the requirements stated above is subject to enforcement actions, including withholding of funds or termination, etc. This requirement of electronic transmission of TR is to streamline the process of collecting the information/data. A confirmation of delivery can be obtained from the mail box.

Note 3. FY 2010 APPROVED BUDGET:

CDC is operating under a continuing resolution and as a result the total available funding for the FY 2010 twelve month budget period (January 1, 2010 through December 31, 2010), is contingent on the approval of the appropriation bill. Your anticipated 12 month budget amount is \$5,102,707 Financial Assistance (FA), which is subject to rescission. Future funding for Year 02 budget period is based on satisfactory programmatic progress and availability of funds.

This award reflects 90% of your anticipated total 12 month budget for the Financial Assistance (FA). Therefore, the amount of \$4,592,422 in FA is awarded in the following components.

Funding is approved for the categories of P&C: \$3,798,858, HR \$463,364, Laboratory: \$330,200, and RMTCC: \$0.00.

Note 4. DIRECT ASSISTANCE: A personnel category direct assistance in the amount of \$320,721 is awarded for the period covering January 1, 2010 through September 30, 2010.

Note 5. INDIRECT COSTS.

Indirect costs are approved based on a Cost Allocation Plan that was approved June 2, 2009 which calculates indirect costs at 29.90% of salaries and wages costs.

Note 6. PROGRAM INCOME. Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative--Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

Note 7. REPORTING REQUIREMENTS.

a.) Annual Financial Status Report (FSR, SF 269 or SF 269A).

The FSR for this budget period is due to the Grants Management Specialist by March 31, 2011. Reporting timeframe is January 1, 2010 through December 31, 2010. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting <http://www.whitehouse.gov/omb/grants/sf269a.pdf>.

b.) Progress Reporting.

ANNUAL PROGRESS REPORTING. Annual progress reports are a requirement of this program, due 90 days following the end of each budget period.

i. The Interim Progress Report (IPR) will serve as the non-competing continuation application. IPR reporting timeframe is January 1, 2010 ? June 30, 2010. A due date and specific IPR guidance will be provided at a later date through Grants.gov and e-mail.

ii. The Annual Progress Report (APR) will be due 90 days after the end of the budget period; (March 31, 2011). APR programmatic guidance will be provided at a later date. Reporting timeframe is January 1, 2010 through December 31, 2010.

Note 8. CORRESPONDENCE. ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

Note 9. PRIOR APPROVAL. All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests. 1) Use of unobligated funds from prior budget period (Carryover), 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant, 5) Supplemental funds, 6) Response to Technical Review, or 7) Change in Key Personnel.

Note 10. KEY PERSONNEL. In accordance with 45 CFR92.30, CDC recipients shall obtain prior approval from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Note 11. INVENTIONS. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

Note 12. PUBLICATIONS. Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

Note 13. CONFERENCE DISCLAIMER AND USE OF LOGOS.

Disclaimer. Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logos. Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

Note 14. EQUIPMENT AND PRODUCTS. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization policy.

Note 15. TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term and condition, go to http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

Note 16. ACKNOWLEDGMENT OF FEDERAL SUPPORT. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Note 17. INSPECTOR GENERAL. The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to:

Office of the Inspector General
Department of Health and Human Services
Attention: HOTLINE
330 Independence Ave., SW
Washington DC 20201

Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This NOTE replaces the Inspector General Contact information cited in previous notice of award.

Note 18. PAYMENT INFORMATION.

Automatic Drawdown

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, and HHS. PMS will forward the DHHS Manual for Recipients Financed under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

a. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
P.O. Box 6021
Rockville, MD 20852

b. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management
FMS/PSC/HHS
Rockwall Building #1, Suite 700
11400 Rockville Pike
Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

For more information and to obtain your agency point of contact at the Payment Management System, visit the following website. http://www.dpm.psc.gov/contacts/dpm/dpm.aspx?cms_branchevent=/contacts/dpm/univ_nonprofit/univ_nonprofit.object

Note 19. AUDIT REQUIREMENT: An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov. The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantees own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

Note 20. CDC CONTACT NAMES.

Business and Grants Policy Contact

Julia L. Valentine, Grants Management Specialist
Centers for Disease Control, PGO, Branch I
2920 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: 770-488-2844
Fax: (770) 488-2868
Email: jxv1@cdc.gov

Programmatic and Technical Contact

Andrew Heetderks, Project Officer
Centers for Disease Control and Prevention
CCID/NCHHSTP
Corporate Square Building 11, Mail Stop E-10
Atlanta, GA 30329-1902
Telephone: (404) 639-8130
Fax: (404) 639-8959
Email: ajh1@cdc.gov

STAFF CONTACTS

Grants Management Specialist: Julia L Valentine
Procurement and Grants Office
Centers for Disease Control and Prevention
Koger Center, Colgate Building
2920 Brandywine Road, Mailstop E15
Atlanta, GA 30341
Email: jxv1@cdc.gov **Phone:** (770) 488-2844 **Fax:** (770) 488-2868

Grants Management Officer: Cheryl M Maddux
Center for Disease Control and Prevention
PGO
1600 Clifton Road
MS E15
Atlanta, GA 30333
Email: afx0@cdc.gov **Phone:** 770-488-2864 **Fax:** 770-488-2868

SPREADSHEET SUMMARY

GRANT NUMBER: 2U52PS900455-29

INSTITUTION: LOS ANGELES CNTY OFF OF AIDS PROGS & POL

Budget	Year 29	Year 30	Year 31	Year 32	Year 33
Salaries and Wages	\$2,549,601				
Fringe Benefits	\$1,210,958				
Personnel Costs (Subtotal)	\$3,760,559				
Supplies	\$24,862				
Travel Costs	\$22,185				
Other Costs	\$762,316				
Consortium/Contractual Cost	\$22,500				
TOTAL FEDERAL DC	\$4,592,422	\$4,592,437	\$4,592,437	\$4,592,437	\$4,592,437
TOTAL FEDERAL F&A	\$0	\$0	\$0	\$0	\$0
TOTAL COST	\$4,592,422	\$4,592,437	\$4,592,437	\$4,592,437	\$4,592,437

Contract No. _____

TUBERCULOSIS COALITION COMMUNITY
COORDINATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

AMERICAN LUNG ASSOCIATION IN
CALIFORNIA (hereafter "Contractor").

WHEREAS, Section 101025 of the California Health and Safety Code places upon the County's Board of Supervisors ("Board") the duty to preserve and protect the public's health; and

WHEREAS, Section 101000 of the California Health and Safety Code requires the Board to appoint a County Health Officer; who under this Agreement is the Director of Department of Public Health (hereafter "DPH or "Department"), in order to prevent the spread of occurrence of communicable contagious and infectious diseases within the jurisdiction of County; and

WHEREAS, Section 120175 of the California Health and Safety Code requires the County Health Officer to take such measures 'as may be necessary to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, Contractor has a long standing commitment to the prevention of

tuberculosis, and is a recognized community leader in the fight against lung diseases;
and

WHEREAS, Contractor has had a high degree of success in building strong community coalitions and partnerships and has collaborated with the County for a number of years on specific tuberculosis prevention and control activities; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, and personnel to provide services contemplated hereunder; and

WHEREAS, County's Department of Public Health (hereafter "DPH") believes it is in the best interest of the residents of County to obtain these services by contract; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, the term "Director" as used herein refers to County's Director of Department of Public Health or his/her authorized designee(s); and

WHEREAS, the term "Director" as used herein refers to the Director of County's DPH, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall be effective upon execution by both parties, but no sooner than Board approval, and shall continue, in full force and effect unless sooner canceled or terminated as provided herein through December 31, 2010. Said Agreement shall thereafter be automatically renewed for one (1) year terms for a maximum of four (4) years, without further action by the parties hereto, until midnight December 31, 2014.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County shall have the sole option to suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar day advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any terms of this Agreement or any written directive by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

B. Contractor shall notify County when the term of this Agreement is within six (6) months of expiration, and also when the term of this Agreement is within three (3) months of expiration, as provided for hereinabove Contractor shall send the written notice to County at the address(es) provided under the Notices paragraph hereinbelow.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibits "A", "B", "C", "D" and "E" (Statement of Work), which are attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective upon execution by both parties, but no sooner than Board approval, the maximum obligation of County for services provided under this

Agreement through December 31, 2010, shall be no greater than Twenty-Five Thousand Dollars (\$25,000). Contractor shall use such funds only to pay for services as set forth in Schedule 1, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

B. During the period effective January 1, 2011 through December 31, 2011, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "B", shall be no greater than Twenty-Five Thousand Dollars (\$25,000). Contractor shall use such funds only to pay for services as set forth in Schedule 2, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

C. During the period effective January 1, 2012 through December 31, 2012, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "C", shall be no greater than Twenty-Five Thousand Dollars (\$25,000). Contractor shall use such funds only to pay for services as set forth in Schedule 3, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

D. During the period effective January 1, 2013 through December 31, 2013, the maximum obligation of County for services provided under this Agreement in

accordance with Exhibit "D", shall be no greater than Twenty-Five Thousand Dollars (\$25,000). Contractor shall use such funds only to pay for services as set forth in Schedule 4, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

E. During the period effective January 1, 2014 through December 31, 2014, the maximum obligation of County for services provided under this Agreement in accordance with Exhibit "E", shall be no greater than Twenty-Five Thousand Dollars (\$25,000). Contractor shall use such funds only to pay for services as set forth in Schedule 5, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County, consistent with federal, State, and/or County budget reductions.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibit(s), Attachment(s), and Schedule(s) attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s), Attachment(s), and Schedule(s) and also includes time spent on preparation for such services.

C. Original invoices shall be submitted directly to the Tuberculosis Control Program, 2615 South Grand Avenue, Room 507, Los Angeles, California

90007, on a monthly basis, no later than thirty (30) working days after the end of each calendar month.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Contractor Expenditures Reduction Flexibility: In order for County to maintain flexibility with regard to its budget and expenditures, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor, or, notwithstanding the ALTERATION OF TERMS Paragraph of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope, maximum obligation and budget of this Agreement via an administrative amendment executed by Director and Contractor.

F. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County funding sources, and upon Director's, or his authorized designee's specific written approval, County may use monies to fund the provision of additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy Director, Public Health. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) per fiscal year of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor upon review and approval by County Counsel and County's Chief Executive Office ("CEO"). If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may either move such funds to an Exhibit, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's CEO. Reallocation of funds in excess

of the aforementioned amounts shall be approved by County's Board of Supervisors. Any change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

7. COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH – Tuberculosis Control Program ("TCP") an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with general accepted accounting principles, costs, report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date to County's DPH – TCP.

C. The primary objective of the annual cost report shall be provided to County with actual expenditure(s) data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is

delivered to County and/or may make a final determination of amounts due to/from Contractor on the basis of the last monthly billing received.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's future July 1 - June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated as of June 30 of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold

harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 10 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health
Tuberculosis Control Program
2615 South Grand Avenue, Room 507
Los Angeles, California 90007

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance

provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State

of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance

provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 Million

Products/Completed Operations Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer

Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13. DELEGATION AND ASSIGNMENT:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, in its discretion, and any attempted assignment or delegation without such prior County consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any

payments by County to any approved assignee or delegate on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, sale, exchange, assignment, or divestment is effected in such way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, delegation, subcontract, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request

on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This agreement is a subcontract under the terms of a prime Agreement with the County of Los

Angeles and shall be subject to all of the provisions of such prime agreement."

Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 9, 10, 11, 14, 17 and 18, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be

interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions), and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: The body of this Agreement (including its

Additional Provisions) and any Exhibit(s), and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 424 Pendleton Way, Oakland, California 94621. Contractor's business telephone number is (510) 638-5864, facsimile/FAX number is (510) 638-8984, and electronic mail is LBoudreau@alac.org. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business day's prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
Tuberculosis Control Program
2615 South Grand Avenue, Room 507
Los Angeles, California 90007

Attention: Director

B. Notices to Contractor shall be addressed as follows:

American Lung Association in California
424 Pendleton Way
Oakland, California 94621

Attention: Laura Keegan Boodreau, Chief Operating Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

AMERICAN LUNG ASSOCIATION IN CALIFORNIA
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

AMERICAN LUNG ASSOCIATION IN CALIFORNIA

ADDITIONAL PROVISIONS

TUBERCULOSIS COALITION COMMUNITY
COORDINATION SERVICES AGREEMENT

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AMERICAN LUNG ASSOCIATION IN CALIFORNIA

ADDITIONAL PROVISIONS

TUBERCULOSIS COALITION COMMUNITY
COORDINATION SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, limited liability company ("LLC"), or corporation.

(2) Articles of Incorporation and By-Laws (or articles of organization, certificate of formation, certificate of registration, and operating agreement if Contractor's organization is a LLC).

(3) A detailed statement indicating whether Contractor is totally or

substantially owned by another business organization (i.e., another legal entity or parent corporation).

(4) Board Minutes, or other legal documentation, identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding agreements with County. Such Board Minutes, or legal documentation, shall especially confirm that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's authorized person to conduct business, make commitments, and enter into binding agreements with County changes; or Contractor's ownership of other businesses dealings with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director,

within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor, including but not limited to, private contributions, if any. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If, during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to ADPA, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental

agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter

listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner

related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without

regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor,

bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code

section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

10. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a

minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the

confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County

representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

G. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect, unless such requirement is waived in writing by County. An initial audit shall be conducted following the end of County's current fiscal year and at scheduled

intervals thereafter as agreed to by the parties hereto, but not less frequently than every two (2) years.

The audit shall satisfy the requirement of the Office of Budget and Management ("OMB") Circular Number A-133. Such audit shall be performed by an independent auditor in accordance with recognized auditing standards (e.g., United States General Accounting Office Publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions), and any other applicable Federal, State, or County statutes, policies or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health – Financial Services Division within the earlier of thirty (30) calendar days of Contractor's receipt of the report(s) or nine months after the end of the audit period. Failure of Contractor to comply with these terms shall constitute a material breach of contract upon which County may cancel, terminate, or suspend this Agreement.

The independent auditor's workpapers shall be retained at least three (3) years following the completion of the audit, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by federal, State or County representatives upon request.

11. REPORTS: Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and

the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

12. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

13. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that

defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and

Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

17. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are

available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

18. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in

the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

19. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.

A. NOTICE TO EMPLOYEES REGARDING THE SAFETY

SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safety Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth and is available on the Internet at: www.babysafela.org for printing purposes.

B. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFETY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safety Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post the County's "Safety Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply the Contractor with the poster to be used.

20. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ('DPSS') GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS

GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to DPSS GAIN/GROW staff at: GAIN/GROW@dpss.lacounty.gov.

County will refer GAIN/GROW participants, by job category, to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

21. COUNTY EMPLOYEE'S RIGHT OF FIRST REFUSAL AND
CONTRACTOR'S OFFERS OF EMPLOYMENT: To the degree permitted by Contractor's agreements with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are

employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

22. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

23. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

24. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the

occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

25. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

27. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 U.S.C. section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County

lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

28. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which

create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

29. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

30. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

- (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;
- (2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

- (1) If, as determined in the sole judgment of County, Contractor

fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in Writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of

securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by

County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to

satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar a Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Director will notify Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where, evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds

that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. County's Board

of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation or County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County contractors, vendor or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

32. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this Agreement. Without limiting

the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-award to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contractors. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

34. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that

County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids (e.g., invitation for bids ["IFB"]), request proposals (e.g., request for proposals ["RFP"]), or do other similar competitive selection procedures, in order to select providers for the continued provision of the services delivered or contemplated under this Agreement. County and/or DHS shall make the determination to solicit bids or proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future bids, proposals, or other competitive selection procedure, by virtue of its present status as Contractor.

35. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

36. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceeding or both. (County Code Chapter 2.202).

37. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

38. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

ALAC 4.8.10

**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
Effective Date of Board Approval through December 31, 2010
Statement of Work**

Objectives for the Coordinator of the TB Coalition of Los Angeles County:

1. Coordinator is responsible for recruiting members to serve on the Coalition's steering committee (SC), maintaining representation from organizations serving those at high risk for tuberculosis (TB) infection and TB disease, and from the Los Angeles County (LAC) Tuberculosis Control Program (TBCP).
2. Coordinator must work closely with the TB Coalition of LAC SC in drafting and finalizing Coalition bylaws.
3. Coordinator must work closely with the Coalition SC in developing goals and objectives, along with implementation and evaluation plans, for the TB Coalition of LAC.
 - a. Goals and objectives must be based on TBCP performance indicators (from the National TB Indicators Project - NTIP) and incorporate a time component.
 - b. Implementation plan must be evidence-based. The plan must be based on strategies that have been shown to be effective with similar target populations in similar urban settings as Los Angeles County. Effective strategies can be determined through reviewing the background literature and interviewing other health departments and other programs within the LAC Department of Public Health (DPH) with active coalitions (ex. Tobacco Coalition of LAC).
 - c. Implementation plan should also incorporate detailed activities that the TB Coalition plans to participate in, a timeline indicating by when and by whom these activities should be accomplished, and a detailed budget of anticipated expenses.
 - d. Evaluation plan must be designed to measure the effectiveness of the activities of the TB Coalition in reaching the pre-established goals and objectives mentioned in 2a.
4. Coordinator must develop advocacy plan that engages local policy-makers and the media. Coordinator can work with TB Control Programs in other jurisdictions with strong advocacy involvement (e.g. San Francisco), the DPH Public Information Officer, and Stop TB USA.
5. Coordinator must develop outreach strategies to recruit / retain members, including:

- a. Identifying potential community partners to participate as members of the TB Coalition of LAC.
 - b. Participating in community events, such as health fairs and meetings of other Coalitions with similar target populations (e.g. homeless, HIV, substance abuse coalitions), in order to advertise the TB Coalition and recruit new members.
 - c. Creating a new member packet that has information on the Coalition and the benefits to the organization of joining the Coalition.
 - d. Generating and distributing letters of invitation to potential Coalition members.
 - e. Following up letters with phone calls to key potential community partners.
 - f. Ensuring that organization membership is mutually beneficial, thereby increasing the likelihood those organizations would continue participating as active members of the Coalition. Ideas for doing this can be generated upon consultation with the Coalition SC and discussion with contacts within member organizations.
6. Coordinator must explore potential conference opportunities, such as:
- a. Hosting a California TB Controllers Association (CTCA) Spring Conference in LAC in calendar year 2012 or 2014.
 - b. Hosting an educational symposium on the use of the interferon gamma release assay (IGRA) diagnostic tests to attract and recruit new members, as well as to educate key stakeholders (ex. community clinics) about this diagnostic technology and its new guidelines.
7. Coordinator must assist in the planning of outreach efforts for World TB Day, which is held annually on March 24th. Specific activities would be determined and planned by the Coalition SC members. All Coalition members would be expected to participate.
8. Coordinator must work closely with Coalition SC to develop meeting agendas, schedule SC meetings and plenary sessions, and to ensure Coalition activities are meeting established timelines.
9. Coordinator must provide meeting facilitation services, including:
- a. Maintaining an e-mail distribution list of Coalition members, including each Coalition member's name, address, phone number, and e-mail address.
 - a. Scheduling monthly SC meetings and quarterly plenary sessions.

- b. Generating and distributing meeting agendas for each scheduled meeting.
 - c. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting.
 - d. Facilitating meetings through the use of techniques, such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
 - e. Photocopying and distributing meeting handouts for each scheduled meeting.
 - f. Maintaining an electronic master and backup file of all documents generated by TB Coalition meetings, and providing the TB Control Program with these e-files.
10. Coordinator must engage in professional development activities, including appropriate educational conferences, in order to bring back knowledge, tools, resources and contacts to foster the growth and development of the TB Coalition of LAC.

**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2011 through December 31, 2011
Statement of Work**

Objectives for the Coordinator of the TB Coalition of Los Angeles County:

1. Coordinator is responsible for recruiting members to serve on the Coalition's steering committee (SC), maintaining representation from organizations serving those at high risk for tuberculosis (TB) infection and TB disease, and from the Los Angeles County (LAC) Tuberculosis Control Program (TBCP).
2. Coordinator must work closely with the TB Coalition of LAC SC in drafting and finalizing Coalition bylaws.
3. Coordinator must work closely with the Coalition SC in developing goals and objectives, along with implementation and evaluation plans, for the TB Coalition of LAC.
 - a. Goals and objectives must be based on TBCP performance indicators (from the National TB Indicators Project - NTIP) and incorporate a time component.
 - b. Implementation plan must be evidence-based. The plan must be based on strategies that have been shown to be effective with similar target populations in similar urban settings as Los Angeles County. Effective strategies can be determined through reviewing the background literature and interviewing other health departments and other programs within the LAC Department of Public Health (DPH) with active coalitions (ex. Tobacco Coalition of LAC).
 - c. Implementation plan should also incorporate detailed activities that the TB Coalition plans to participate in, a timeline indicating by when and by whom these activities should be accomplished, and a detailed budget of anticipated expenses.
 - d. Evaluation plan must be designed to measure the effectiveness of the activities of the TB Coalition in reaching the pre-established goals and objectives mentioned in 2a.
4. Coordinator must develop advocacy plan that engages local policy-makers and the media. Coordinator can work with TB Control Programs in other jurisdictions with strong advocacy involvement (e.g. San Francisco), the DPH Public Information Officer, and Stop TB USA.
5. Coordinator must develop outreach strategies to recruit / retain members, including:

- a. Identifying potential community partners to participate as members of the TB Coalition of LAC.
 - b. Participating in community events, such as health fairs and meetings of other Coalitions with similar target populations (e.g. homeless, HIV, substance abuse coalitions), in order to advertise the TB Coalition and recruit new members.
 - c. Creating a new member packet that has information on the Coalition and the benefits to the organization of joining the Coalition.
 - d. Generating and distributing letters of invitation to potential Coalition members.
 - e. Following up letters with phone calls to key potential community partners.
 - f. Ensuring that organization membership is mutually beneficial, thereby increasing the likelihood those organizations would continue participating as active members of the Coalition. Ideas for doing this can be generated upon consultation with the Coalition SC and discussion with contacts within member organizations.
6. Coordinator must explore potential conference opportunities, such as:
- a. Hosting a California TB Controllers Association (CTCA) Spring Conference in LAC in calendar year 2012 or 2014.
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- a. Maintaining an e-mail distribution list of Coalition members, including each Coalition member's name, address, phone number, and e-mail address.
 - a. Scheduling monthly SC meetings and quarterly plenary sessions.

- b. Generating and distributing meeting agendas for each scheduled meeting.
 - c. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting.
 - d. Facilitating meetings through the use of techniques, such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
 - e. Photocopying and distributing meeting handouts for each scheduled meeting.
 - f. Maintaining an electronic master and backup file of all documents generated by TB Coalition meetings, and providing the TB Control Program with these e-files.
10. Coordinator must engage in professional development activities, including appropriate educational conferences, in order to bring back knowledge, tools, resources and contacts to foster the growth and development of the TB Coalition of LAC.

**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2012 through December 31, 2012
Statement of Work**

Objectives for the Coordinator of the TB Coalition of Los Angeles County:

1. Coordinator is responsible for recruiting members to serve on the Coalition's steering committee (SC), maintaining representation from organizations serving those at high risk for tuberculosis (TB) infection and TB disease, and from the Los Angeles County (LAC) Tuberculosis Control Program (TBCP).
2. Coordinator must work closely with the TB Coalition of LAC SC in drafting and finalizing Coalition bylaws.
3. Coordinator must work closely with the Coalition SC in developing goals and objectives, along with implementation and evaluation plans, for the TB Coalition of LAC.
 - a. Goals and objectives must be based on TBCP performance indicators (from the National TB Indicators Project - NTIP) and incorporate a time component.
 - b. Implementation plan must be evidence-based. The plan must be based on strategies that have been shown to be effective with similar target populations in similar urban settings as Los Angeles County. Effective strategies can be determined through reviewing the background literature and interviewing other health departments and other programs within the LAC Department of Public Health (DPH) with active coalitions (ex. Tobacco Coalition of LAC).
 - c. Implementation plan should also incorporate detailed activities that the TB Coalition plans to participate in, a timeline indicating by when and by whom these activities should be accomplished, and a detailed budget of anticipated expenses.
 - d. Evaluation plan must be designed to measure the effectiveness of the activities of the TB Coalition in reaching the pre-established goals and objectives mentioned in 2a.
4. Coordinator must develop advocacy plan that engages local policy-makers and the media. Coordinator can work with TB Control Programs in other jurisdictions with strong advocacy involvement (e.g. San Francisco), the DPH Public Information Officer, and Stop TB USA.
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 - c. Creating a new member packet that has information on the Coalition and the benefits to the organization of joining the Coalition.
 - d. Generating and distributing letters of invitation to potential Coalition members.
 - e. Following up letters with phone calls to key potential community partners.
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 - a. Scheduling monthly SC meetings and quarterly plenary sessions.

- b. Generating and distributing meeting agendas for each scheduled meeting.
 - c. Drafting, distributing, and finalizing meeting minutes for each scheduled meeting.
 - d. Facilitating meetings through the use of techniques, such as questions & answers, visual aids, poster boards, and PowerPoint presentations.
 - e. Photocopying and distributing meeting handouts for each scheduled meeting.
 - f. Maintaining an electronic master and backup file of all documents generated by TB Coalition meetings, and providing the TB Control Program with these e-files.
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**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2013 through December 31, 2013
Statement of Work**

Objectives for the Coordinator of the TB Coalition of Los Angeles County:

1. Coordinator is responsible for recruiting members to serve on the Coalition's steering committee (SC), maintaining representation from organizations serving those at high risk for tuberculosis (TB) infection and TB disease, and from the Los Angeles County (LAC) Tuberculosis Control Program (TBCP).
2. Coordinator must work closely with the TB Coalition of LAC SC in drafting and finalizing Coalition bylaws.
3. Coordinator must work closely with the Coalition SC in developing goals and objectives, along with implementation and evaluation plans, for the TB Coalition of LAC.
 - a. Goals and objectives must be based on TBCP performance indicators (from the National TB Indicators Project - NTIP) and incorporate a time component.
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**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2014 through December 31, 2014
Statement of Work**

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Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
Effective Date of Board Approval through December 31, 2010

Service Agreement Budget

Budget Items	Funds Requested
Personnel Costs	
Coordinator (.37 FTE)	\$18,500
Benefits 25%	\$4,625
Subtotal Personnel	\$23,125
Operating Costs	
Printing/duplication	\$300
Local Travel for Coordinator (1200 miles @.525)	\$630
Professional Development	\$250
Subtotal Operating Costs	\$1,180
Direct Program Costs	
Meeting Costs (Food)	\$500
Office Supplies/Educational Materials	\$195
Subtotal Direct Program Costs	\$695
Budget Total	\$25,000



**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2011 through December 31, 2011**

Service Agreement Budget

Budget Items	Funds Requested
Personnel Costs	
Coordinator (.37 FTE)	\$18,500
Benefits 25%	\$4,625
Subtotal Personnel	\$23,125
Operating Costs	
Printing/duplication	\$300
Local Travel for Coordinator (1200 miles @.525)	\$630
Professional Development	\$250
Subtotal Operating Costs	\$1,180
Direct Program Costs	
Meeting Costs (Food)	\$500
Office Supplies/Educational Materials	\$195
Subtotal Direct Program Costs	\$695
Budget Total	\$25,000



**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2012 through December 31, 2012**

Service Agreement Budget

Budget Items	Funds Requested
Personnel Costs	
Coordinator (.37 FTE)	\$18,500
Benefits 25%	\$4,625
Subtotal Personnel	\$23,125
Operating Costs	
Printing/duplication	\$300
Local Travel for Coordinator (1200 miles @.525)	\$630
Professional Development	\$250
Subtotal Operating Costs	\$1,180
Direct Program Costs	
Meeting Costs (Food)	\$500
Office Supplies/Educational Materials	\$195
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**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2013 through December 31, 2013**

Service Agreement Budget

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Professional Development	\$250
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Direct Program Costs	
Meeting Costs (Food)	\$500
Office Supplies/Educational Materials	\$195
Subtotal Direct Program Costs	\$695
Budget Total	\$25,000



**Tuberculosis Coalition Community Coordination Services Agreement
American Lung Association in California
January 1, 2014 through December 31, 2014**

Service Agreement Budget

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Attachment A

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: Public Health

Grant Project Title and Description
TB Elimination and Laboratory Services

Funding Agency

Centers for Disease Control
and Prevention

Program (Fed. Grant #State Bill or Code #)

2U52PS900455-29

Grant Acceptance Deadline

Upon Board Approval

Total Amount of Grant Funding: \$4,592,422

County Match Requirements: N/A

Grant Period:

Begin Date: 01/01/10 End Date: 12/31/10

Number of Personnel Hired Under this Grant: N/A Full Time

Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary "N" items? Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☒

b). Identify other revenue sources Yes ☐ No ☒

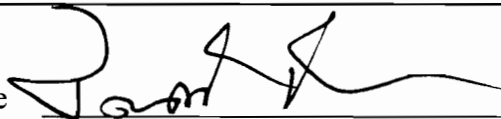
(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant Yes ☒ No ☐

Impact of additional personnel on existing space: None.

Other requirements not mentioned above: None

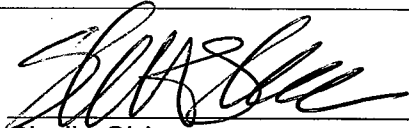
Department Head Signature



Date

4-20-10

SOLE SOURCE CHECKLIST
American Lung Association in California

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
✓	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	➤ Other reason. Please explain:
	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  _____ Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="width: 35%; text-align: right;"> <div style="text-align: center;">4/22/10</div> _____ Date </div> </div>